

1 LOEB & LOEB LLP
KAREN THORLAND
2 10100 Santa Monica Boulevard, Suite 2200
Los Angeles, California 90067-4120
3 Telephone: 310-282-2000
Facsimile: 310-282-2200

4 Attorneys for Plaintiff
5
6
7

8 UNITED STATES DISTRICT COURT
9 SOUTHERN DISTRICT OF CALIFORNIA
10

11 KAPLAN, INC., a Delaware corporation)

Case No. 07CV0294 JM BLM

12 Plaintiff,)

13 vs.)

**CONSENT JUDGMENT AND
PERMANENT INJUNCTION**

14 EDEF HEALTH SERVICES)
INTERNATIONAL, LLC, a California)
15 Limited Liability Company, and EDNA)
DOMINGO, an individual,)

16 Defendants.)
17

18 WHEREAS, Plaintiff Kaplan, Inc. ("Kaplan") filed Civil Action No. 07CV0294 JM BLM
19 entitled Kaplan, Inc. vs. EDEF Southern District of California, asserting, *inter alia*, claims of
20 copyright infringement, false designation of origin, and trademark dilution against defendants
21 EDEF Health Services International ("EDEF") and Edna Domingo (collectively, "Defendants");

22 WHEREAS, the parties hereto have agreed to resolve the aforementioned claims by
23 settlement agreement, and by a consent judgment as set forth below;

24 Without admitting liability or any wrongdoing, Defendants have agreed to entry of
25 this Consent Judgment and Permanent Injunction to fully and finally settle this matter.
26
27
28

1 NOW, therefore, upon the consent of the parties hereto, it is hereby **ORDERED**,
2 **ADJUDGED AND DECREED** that:

3 1. This Court has jurisdiction over the subject matter of this action and the
4 undersigned parties hereto.

5 2. Defendants, their officers, agents, servants, employees and attorneys, and all
6 persons in active concert or participation with any of them are permanently enjoined and
7 restrained from:

8 (i) Reproducing and/or distributing Kaplan's copyrighted test
9 preparation materials, including outlines, worksheets, lectures, exams, and other materials, and
10 specifically including but not limited to "Kaplan Nursing The Course Book: Preparation for the
11 NCLEX-RN Exam" ("The Course Book"), which is comprised of test preparation materials such
12 as the Kaplan Decision Tree, and the Kaplan Diagnostic Exam, anywhere throughout the World.

13 (ii) Using the KAPLAN name and trademark in connection with EDEF
14 and/or Edna Domingo's services as an instructor, or any other business or test preparation service
15 anywhere throughout the World.

16 (iii) Engaging in any acts contributing to and/or assisting any of the
17 foregoing.

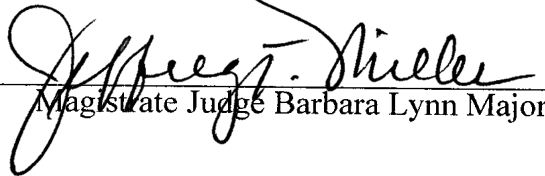
18 3. Within five (5) business days of the date of this Consent Order and
19 Judgment, Defendants shall deliver to counsel for Kaplan for destruction all unauthorized copies
20 of Kaplan test preparation and/or course materials in Defendants' possession, custody and control.

21 4. Within five (5) business days of the date of this Consent Order, Defendants
22 shall execute and deliver to counsel for Kaplan an affidavit confirming that all materials set forth
23 in Paragraph 3 have been delivered to counsel for Kaplan in accordance with said paragraph and
24 that Defendants are no longer in possession, custody or control of any such materials.

25 5. This Court shall retain jurisdiction over this action for purposes of
26 enforcement of this Consent Order and Judgment.
27
28

6. All parties hereto shall bear their own attorneys' fees and costs.

7. Notwithstanding any contrary provisions of the Federal Rules of Civil Procedure or the absence of any findings of fact and/or conclusions of law by this Court, any requirements for which have been expressly waived by Plaintiff and Defendants, this Consent Judgment is a final judgment in this action and suitable for entry by the Clerk pursuant to Fed. R. Civ. Proc. 58 and 79(a). All rights to appeal this final judgment, on any basis, have been expressly waived by the parties.


Magistrate Judge Barbara Lynn Major

Entry of the foregoing judgment with permanent injunction is hereby
CONSENTED TO AND APPROVED:

DATED: June 15, 2007.

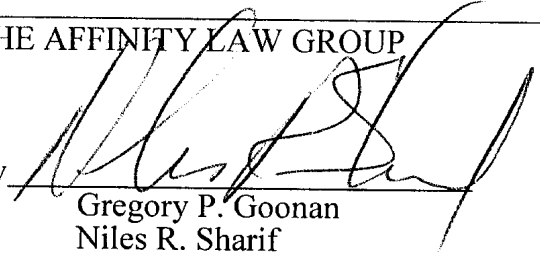
LOEB & LOEB LLP

By 
Karen Thorland

Loeb and Loeb
10100 Santa Monica Blvd.
Los Angeles, CA 90067
(310) 282-2154
(310) 282-2200 – Fax

Attorneys for Kaplan, Inc.

THE AFFINITY LAW GROUP

By 
Gregory P. Goonan
Niles R. Sharif

The Affinity Law Group
600 West Broadway, Suite 400
San Diego, California 92101

*Attorneys for EDEF Health Services
International and Edna Domingo*

PROOF OF SERVICE

I, Vicki S. Henderson, the undersigned, declare that:

I am employed in the County of Los Angeles, State of California, over the age of 18, and not a party to this cause. My business address is 10100 Santa Monica Boulevard, Suite 2200, Los Angeles, California 90067-4120.

On June 19, 2007, I served a true copy of the **CONSENT JUDGMENT AND PERMANENT INJUNCTION** on the parties in this cause by placing the above named document in a sealed envelope addressed as set forth below, or on the attached service list. I caused each such envelope, with postage thereon fully prepaid, to be deposited for collection and mailing with the United States Postal Service in accordance with Loeb & Loeb LLP's ordinary business practices.

Niles R. Sharif
Law Offices of Niles R. Sharif
9001 Grossmont Boulevard
LaMesa, CA 91941

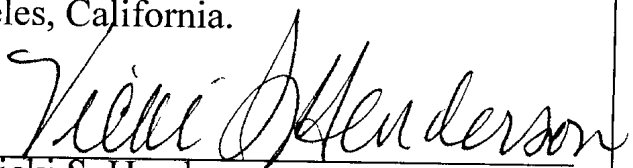
Gregory P. Goonan
The Affinity Law Group
600 West Broadway, Suite 400
San Diego, CA 92101

I am readily familiar with Loeb & Loeb LLP's practice for collecting and processing correspondence for mailing with the United States Postal Service and Overnight Delivery Service. That practice includes the deposit of all correspondence with the United States Postal Service and/or Overnight Delivery Service the same day it is collected and processed.

I certify that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 19, 2007, at Los Angeles, California.


Vicki S. Henderson